

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ROBERT FIREMAN and ANN RAIDER,

Plaintiffs,

v.

Civil Action No. 05-11740-MLW

NEWS AMERICA MARKETING IN-STORE,
INC.,

Defendant.

AMENDED ANSWER

News America Marketing In-Store, Inc. ("News America") responds to the separately-numbered allegations of the Complaint as follows:

1. News America lacks information sufficient to admit or deny the allegations of paragraph 1.

2. News America lacks information sufficient to admit or deny the allegations of paragraph 2.

3. Admitted.

4. News America lacks information sufficient to admit or deny the allegations of paragraph 4.

5. News America lacks information sufficient to admit or deny the allegations of paragraph 5.

6. News America lacks information sufficient to admit or deny the allegations of paragraph 6.

7. News America lacks information sufficient to admit or deny the allegations of paragraph 7.

8. Denied.

9. Denied.

10. Denied.

11. With respect to the allegations of paragraph 11, News America states that the Agreement speaks for itself.

12. Denied, except News America states that the Agreement speaks for itself.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. News America incorporates herein by reference its responses to paragraphs 1 through 17.

19. With respect to the allegations of paragraph 19, News America states that the Agreement speaks for itself.

20. With respect to the allegations of paragraph 20, News America states that the Agreement speaks for itself.

21. Denied.

22. Denied.

23. Denied.

24. News America incorporates herein by reference its responses to paragraphs 1 through 23.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. News America incorporates herein by reference its responses to paragraphs 1 through 28.

30. With respect to the allegations of paragraph 30, News America states that the Agreement speaks for itself.

31. Denied.

32. Denied.

FIRST AFFIRMATIVE DEFENSE

The Complaint, and each Count thereof, fails to state a claim which upon relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs have waived claims alleged in the Complaint.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs are estopped to assert the claims alleged in the Complaint.

FOURTH AFFIRMATIVE DEFENSE

The claims alleged in the Complaint are barred by the applicable statute of limitations and by laches.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs have released the claims alleged in the Complaint.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs lack a right to trial by jury on one or more of the claims alleged in the Complaint.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by their unclean hands or by the doctrine of *in pari delicto*.

EIGHTH AFFIRMATIVE DEFENSE

The Acquisition Agreement referenced in the Complaint bars the plaintiffs' claims since the complained of acts and omissions are expressly permitted by the Acquisition Agreement.

WHEREFORE, News America respectfully requests that:

- (A) the Complaint, and each Count thereof, be dismissed with prejudice;
- (B) that the Court award News America its costs, including reasonable attorneys' fees; and
- (C) that the Court grant News America such other relief as is just and proper.

NEWS AMERICA MARKETING IN-STORE,
INC.

By its attorneys,

/s/ Gordon P. Katz

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Dated: October 5, 2005
Boston, Massachusetts